

MBC PURCHASE ORDER**PO No. MBC072**Invoice
ReceivedTo **Autolytus.com**

Date 12/10/1999

Job MBC072

CCC/CME

Contact Jason Bower
Address 3804 Rosemont Ave.Ship to Medical Broadcasting Company
229 South 18th Street
Rittenhouse Square
Philadelphia, PA 19103

Camp Hill, PA 17011

Phone 717-761-9080

Phone 215.399.3297

Fax 717-763-0421

Fax (215) 545-4440

Req'd By: Carra Minkoff

Type of Expense Budgeted Item

<u>Qty.</u>	<u>Description</u>	<u>Unit Price</u>	<u>Total</u>
1	Virtual Reality Photo Session	\$900.00	\$900.00

Cost Code 5283 Still Photos

Cost Code

Cost Code

Cost Code

Cost Code

Total \$900.00

Notes

AUTOLYCUS.COM

3804 Rosemont Avenue
Camp Hill, PA 17011
phone 717.761.9080
fax 717.763.0421

X With intent to be legally bound, we have executed this Agreement, together with the attached and incorporated Legal Terms,
on this 10 day of DECEMBER, 1999.

AUTOLYCUS.COM, INC.

X By: Cara J. B. Minkoff

Sign here

X Name: CARA J. B. MINKOFFX Title: VIDEO PROTECT MANAGER

By: _____

Name: _____

Title: _____

Legal Terms

1. Production of VR. Autolycus agrees to produce the VR and to deliver them to You in the Format and on the Delivery Date described on the Term Sheet.
2. Grant of License. Autolycus agrees to let you use exclusively the VR for the Royalty specified in the Term Sheet. You agree that you will only use the VR for the USE specified of the Term Sheet, and not for any other purpose, in any other manner or in any other medium. You also agree that you will not modify the VR, and not let anyone else have access to or use the VR.
3. Term. This Agreement starts when You sign it and continues for as long as You use the VR.
4. Reservation of Rights. While Autolycus will not use the VR or let others use them, Autolycus may produce similar panoramic or object virtual reality for other customers. All rights not expressly granted to You by this Agreement are reserved to Autolycus.
5. Royalty. You will pay us the royalty described on the Term Sheet when specified in the Term Sheet.
6. Subjects. You have assured Autolycus that You own the Subject of the VR, that Autolycus has the right to create VR of the Subject of the VR and that You have the right to use the VR. You agree to indemnify and hold harmless Autolycus from all expenses, costs and attorneys fees, if Autolycus is sued for creating or allowing you to use the VR. This indemnification will survive the expiration or termination of this Agreement.
7. Approval of VR. The VR will be deemed approved when produced by Autolycus in the Format specified. There will be an extra charge at Autolycus' standard hourly rates if You request modifications of the VR.
8. Ownership and Protection of VR. You agree that Autolycus is the owner of all rights, title and interest, including copyrights, in and to the VR, including any derivative works. You agree to display any notice of copyright ownership, as Autolycus requires on the VR. You will not directly or indirectly, attack or assist a third party in attacking the validity of Autolycus' rights in and to the VR, and you will exclude the VR from any copyright registrations for your website.
9. Termination. In the event either party breaches any material provision of this Agreement, the non-defaulting party must provide the breaching party with thirty (30) days written notice and opportunity to cure. If the breach is not cured within the thirty (30) day period, this Agreement shall automatically terminate at the end of such a period. If the breach is cured within the thirty (30) day period, or, if the breach is incapable of cure within thirty (30) days after notice, but efforts to cure have begun within the thirty (30) day period, this Agreement shall continue in full force and effect. Autolycus may delay or cancel performance if royalty payments are not made in a timely manner.
10. Effect of Termination. Upon the expiration or termination of this Agreement, all rights granted to You revert to Autolycus, and You will immediately stop using and return to Autolycus all of the VR.
11. Limitation of Liability. Autolycus disclaims all warranties, express or implied. Neither you nor Autolycus will be responsible for incidental or consequential damages for breaches of this Agreement or otherwise. In no event is Autolycus responsible for damages in excess of the amounts You pay under this Agreement.
12. Relationship. The parties intend that an independent contractor relationship will be created by this Agreement. Autolycus is not to be considered Your agent or employee for any purpose.
13. Assignment. This Agreement and the rights granted are personal to You, and may not be assigned by operation of law or otherwise.
14. Governing Law and Jurisdiction. This Agreement shall be interpreted and construed under the laws of the Commonwealth of Pennsylvania. You and Autolycus consent and agree that all legal proceedings relating to this Agreement shall be resolved in state or federal courts sitting within the County of Dauphin, Commonwealth of Pennsylvania, or, where applicable, the United States District Court for the Middle District of Pennsylvania, and agree that jurisdiction and venue will be exclusively with such courts. Service of process may be made by certified mail, return receipt, directed to the addresses above.
15. Waiver. No waiver by either party of a breach or default will be deemed a waiver by such party of a subsequent breach or default of a like or similar nature.
16. Equitable Relief. It is agreed that the covenants and obligations of both parties under this Agreement are unique and special, and that a breach by either party will not give rise to readily calculable money damages. It is therefore agreed that upon breach of any of either party's covenants or obligations under this Agreement, the non-breaching party shall be entitled to equitable relief by way of injunctive relief and such other relief as any court of appropriate jurisdiction may deem just and proper.
17. Binding Effect. The terms and provisions of this Agreement shall be binding upon, and shall inure to the benefit of and be enforceable by and against, the parties to this Agreement and their respective heirs, successors and assigns, provided, however, that this paragraph shall not be interpreted to permit restricted assignments.
18. Severability. This Agreement shall be deemed to be severable to the extent that, if any provision hereof substantively affecting the rights or obligations of a party to this Agreement is determined by a court of competent jurisdiction to be invalid or unenforceable, the remaining provisions will remain valid and enforceable in accordance with their terms.
19. Force Majeure. Either party's failure to perform the terms and conditions of this Agreement, in whole or in part, shall not be deemed a breach or default hereunder or give rise to any liability of either party to the other if such failure is attributable to any act of God, riot, public enemy, fire, explosion, flood, drought, war, sabotage, accident, action by government authority or any other conditions beyond the reasonable control of the other party. In addition to the above, and without limitation, a failure to perform the terms and conditions of this Agreement by Autolycus will not be deemed a breach or default if the failure is attributable to illness, injury, or other condition, which adversely affects the principals of Autolycus.
20. Notices. All notices required or permitted to be given by one party to the other under this Agreement shall be sufficient if sent by certified mail, return receipt requested, facsimile transmission (with confirmation "hard copy") or overnight mail, to the parties at the respective addresses below or to such other address as the party to receive the notice has designated by notice to the other party.
21. Modification and Changes. This Agreement may be amended or modified only by a writing signed by both parties.
22. Entire Agreement. This Agreement, together with any attachments, constitutes the entire understanding between the parties hereto concerning the VR, and supersedes any and all prior written agreements and any and all prior or contemporaneous oral agreements or understandings relating to the VR. There are no promises, covenants or undertakings other than those expressed above. Any amendment, modification or waiver must be made in writing, signed by the parties.

AUTOLYCUS.COM

The World Wide Web has yet to realize it's potential

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3804 Rosemont Avenue
Camp Hill, PA 17011
phone 717.761.9080
fax 717.763.0421

VR AGREEMENT

Autolycus develops, produces and sells original three dimensional panoramic and object virtual reality; and Autolycus is willing to produce three dimensional panoramic and object virtual reality of Subjects described on the Term Sheet (the "VR") and let You use the VR as described below. You agree to the terms of this Agreement for Your use of the VR.

Term Sheet

Customer ("You")

Description of VR

Number

Subjects

Delivery Date of Subjects

Delivery Date of VR

Delivery Format/Method

Use of VR

Royalty

Upon Contract Signing

Upon Completion of VR

Upon Delivery of VR

Total

Object VR - Live model shoot.

MEDICAL BROADCASTING COMPANY / CURRENT COMMUNICATIONS Co.

3 individual objects - uncompiled. Estimated that results will yield 24-36 images / object. Model to be contracted by client.

3

1

Monday, Dec. 13

Wednesday, Dec. 15

Client will choose either Zip, CD, FTP

WEB SITE (CURRENT COMMUNICATIONS CME)

\$ 300

\$ 300

\$ 300

\$ 900

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